REMARKS

Claims 25-27 and 30-33 remain pending in the instant application. Claims 25-27 and 30-33 presently stand rejected. Claims 25 and 33 are amended herein. Entry of this amendment and reconsideration of the pending claims are respectfully requested.

Claim Rejections – 35 U.S.C. § 103

Claims 25-27 and 30-33 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Sharma (US 6,618,354) in view of Weber (US 6,185,620).

"To establish prima facie obviousness of a claimed invention, all the claim limitations must be taught or suggested by the prior art. All words in a claim must be considered in judging the patentability of that claim against the prior art." M.P.E.P. § 2143.03.

<u>Independent Claim 25</u>

Independent claim 25 recites, in pertinent part,

wherein the credits are transferred across the channel-based switching fabric under control of the second device using a remote direct memory access (RDMA) write operation into the credit register;

Applicants respectfully submit that the combination of Sharma and Weber fails to disclose, teach, or suggest using remote direct memory access write operations to transfer credits over a switching fabric into a credit register.

To be sure, the Office Action acknowledges that Sharma fails to disclose "credits are transferred across the channel-based switching fabric under control of the second device using a remote direct memory access (RDMA) write operation into the credit register." *Office Action* mailed 1/9/08, page 3. Consequently, the Office Action cites Weber as teaching these missing elements.

However, Weber discloses,

The master control and slave control units provide the data transfer between the host interface and the DMA FIFO and Slave FIFO respectively. **These units burst data to/from system memory** (via the bus interface unit) **into and out of these FIFOs**. Data from these FIFOs is then moved to/from local memory via the emb attach function (DMA FIFO) or slave access control function (Slave FIFO).

The DMA and SRW units regulate the transfer of data for burst transfers

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(**DMA**) or single-cycle transfers (SRW). The msg fifo control unit provides the necessary hardware to implement the messaging queues including reading/writing individual queue elements **to/from local memory**.

Weber, col. 7, lines 23-35. This portion of Weber merely discloses that DMA transfers are used to perform burst transfers of data between system memory and a FIFO. However, Weber fails to teach or suggest using a DMA to transfer credits into a credit register. A credit register is not a FIFO. In fact, neither Sharma nor Weber suggest the use of a DMA or RDMA mechanism to transfer credits from one device directly into a credit register of another device.

Consequently, the combination of Sharma and Weber fails to teach or suggest all elements of claim 25, as required under M.P.E.P. § 2143.03. Accordingly, Applicants request that the instant §103(a) rejection of claim 25 be withdrawn.

Dependent Claims

The dependent claims are nonobvious over the prior art of record for at least the same reasons as discussed above in connection with their respective independent claims, in addition to adding further limitations of their own. Accordingly, Applicants respectfully request that the instant § 103 rejections of the dependent claims be withdrawn.

For example, dependent claim 33 recites, in pertinent part,

maintaining a counter in the first device; and updating the counter each time data is transferred to the second device, wherein the number of available credits is equal to a difference between the counter and the credit register.

The Office Action rejects dependent claim 33 citing col. 4, lines 10-13 of Sharma, which states,

The credit register is decremented 26 by the amount of space for packet P, no_credit_B_Qi is to [equal] (sic) no_credit_B_Qi minus space_reqd_P. Packet P is then sent out 27 to node B 12.

However, this portion of Sharma discloses that the credit register itself is decremented. In contrast, claim 33 recites that a counter is updated and the number of available credits is equal to the difference between the counter and the credit register. Sharma fails to

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teach or suggest maintaining a credit register AND a counter and using the difference between the credit register and the counter for determining the number of available credits. Rather, Sharma decrements the credit register itself.

CONCLUSION

In view of the foregoing amendments and remarks, it is believed that the applicable rejections have been overcome and all claims remaining in the application are presently in condition for allowance. Accordingly, favorable consideration and a Notice of Allowance are earnestly solicited. The Examiner is invited to telephone the undersigned representative at (206) 292-8600 if the Examiner believes that an interview might be useful for any reason.

CHARGE DEPOSIT ACCOUNT

It is not believed that extensions of time are required beyond those that may otherwise be provided for in documents accompanying this paper. However, if additional extensions of time are necessary to prevent abandonment of this application, then such extensions of time are hereby petitioned under 37 C.F.R. § 1.136(a). Any fees required therefore are hereby authorized to be charged to Deposit Account No. 02-2666. Please credit any overpayment to the same deposit account.

> Respectfully submitted, BLAKELY SOKOLOFF TAYLOR & ZAFMAN LLP

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